

B 210A (Form 210A) (12/09)

UNITED STATES BANKRUPTCY COURT

Southern District of New York

In re Lehman Brothers Holdings Inc, et al, Debtors

Case No. 08-13555

PARTIAL TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001 (e)(2), Fed. R. Bankr. P., of the partial transfer, other than for security, of the claim referenced in this evidence and notice.

Name of Transferee

Name of Transferor

**MERRILL, LYNCH, PIERCE, FENNER
& SMITH INCORPORATED**

MERRILL LYNCH INTERNATIONAL

Name and Address where notices to transferee
Should be sent:
c/o 214 North Tryon Street, 15th Floor,
Charlotte, N.C. 28255, USA

Court Claim Number: **Multiple; see
attached schedule.**
Claim Amount: **see attached schedule.**

Attn: Meredith R. Smith
Tel: 001 980 388 4526
Email: Meredith.r.smith@baml.com

Name and Address where transferee payments
should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Date: 28th December 2016

**SETH DENSO
DIRECTOR**

**MERRILL LYNCH, PIERCE, FENNER
& SMITH INCORPORATED**

SCHEDULE
Transferred Claims

<u>ISIN</u>	<u>Issuer</u>	<u>Guarantor</u>	<u>Principal / Notional Amount</u>	<u>ISIN CCY</u>	<u>POC #</u>	<u>USD Allowed Amount</u>
XS0334151411	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	1,000,000.00	EUR	62823.00	1,476,427.54
XS0334151411	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	2,000,000.00	EUR	59400.00	2,952,855.08
XS0280166116	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	2,000,000.00	EUR	59507.00	2,838,211.54
XS0208459023	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	90,900.46	EUR	48659.18	131,838.29
XS0208459023	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	1,088,000.00	EUR	59424.00	1,577,990.41
XS0208459023	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	1,000.00	EUR	59425.00	1,450.36
XS0208459023	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	778,000.01	EUR	62870.21	1,128,379.18
XS0208459023	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	102,000.00	EUR	62885.03	147,936.60
XS0208459023	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	362,000.00	EUR	66350.03	525,029.90
XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	1,033,601.67	EUR	48659.18	1,498,563.31
XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	725,000.00	EUR	60341.01	1,051,138.39
XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	275,000.00	EUR	60375.01	398,707.67
XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	50,000.00	EUR	59507.00	72,492.30
XS0210782552	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings, Inc.	650,000.00	EUR	66350.07	942,399.94

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **Merrill Lynch International** ("**Seller**") hereby unconditionally and irrevocably sells, transfers and assigns to **Merrill Lynch, Pierce, Fenner & Smith Incorporated** ("**Purchaser**"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "**Purchased Claim**"), in Seller's right, title and interest in and to the Proof of Claim Numbers set forth on Schedule 1 filed by or on behalf of Seller (the "**Proof of Claim**") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "**Proceedings**") in the United States Bankruptcy Court for the Southern District of New York (the "**Court**"), administered under Case No. 08-13555 (SCC) (the "**Debtor**"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "**Bankruptcy Code**")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any predecessor in interest acquired the rights underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "**Purchased Security**") relating to the Purchased Claim and specified in Schedule 1 attached hereto and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "**Transferred Claims**"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; (g) (x) on or around the dates set forth on Schedule 2A, Seller or its predecessor in interest received the distributions in the amounts set forth on Schedule 2A made by the Debtor, with respect to the Transferred Claims and (y) on or around the dates set forth on Schedule 2B, Seller received the distributions in the amounts set forth on Schedule 2B made by the Debtor, with respect to the Transferred Claims; (h) on or about the dates set forth on Schedule 3, Seller or its predecessor in interest received the distributions in the amounts set forth on Schedule 3 made by Lehman Brothers Treasury Co. B.V. ("**Lehman B.V.**"), with respect to the securities relating to the Transferred Claims; (i) to the extent and in the form received by Seller, from (as applicable) the Debtor or Seller's predecessor in interest, Seller has delivered to Purchaser a true and correct copy of the disbursement notices from the Debtor (which have not been supplemented, amended or revised) in connection with the distributions made by the Debtor on account of the Transferred Claims; (j) other than the distributions set forth on Schedule 2A, Schedule 2B and Schedule 3, Seller has not received any payment or distribution, whether directly or indirectly, on account of the Transferred Claims; and (k) Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "**Upstream Seller**") transferred the Lehman B.V. bond with a principal amount of €95,000 (ISIN XS0208459023) (the "**B.V. Bond**") to Seller on or prior to June 13, 2016, and due to a scrivener's error in the Agreement and Evidence of Transfer of Claim that was filed with the Court on June 13, 2016 under docket number 53021, the Lehman B.V. distribution for October 29, 2015 (the "**October 29, 2015 B.V.**"),

Distribution") was set forth as €2,571.88 and the correct amount that Upstream Seller received in respect of October 29, 2015 B.V. Distribution was €2,311.73.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser (including, for the avoidance of doubt, any distributions Seller received on after the trade date of September 15 2016, including, without limitation, the distributions made by (i) the Debtor on or around October 6, 2016 and (ii) Lehman B.V. on November 29, 2016). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer of Claim supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

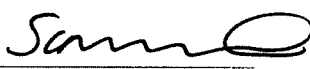
7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

[Signature page follows]

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed
this ~~28th~~ day of December, 2016.

MERRILL LYNCH INTERNATIONAL

MERRILL LYNCH, PIERCE, FENNER &
SMITH INCORPORATED

By: 
Name:
Title: **Simon Orr**
Authorised Signatory

Address:
c/o 2 King Edward Street,
London, EC1A 1HQ

Attn: Simon Orr
Tel: 44 20 7995 8017
Email: simon.orr@bamf.com

By: 
Name:
Title: **SETH DENSON**
DIRECTOR

Address:
c/o 214 North Tryon Street,
15th Floor,
Charlotte, NC 28255
Attn: Meredith R. Smith
Tel: (980) 388-4526
Email: meredith.r.smith@bamf.com

SCHEDULE 1

Transferred Claims

Purchased Claim

The allowed amounts set forth below relating to the Proofs of Claim set forth below together with all interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Proof of Claim Number	Description of Security	ISIN/CUSIP	Principal / Notional Amount	ISIN CCY	Issuer	Guarantor	Allowed Amount Transferred Herein
62823.00	Lehman Program Security	XS0334151411	1,000,000.00	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$1,476,427.54
59400.00	Lehman Program Security	XS0334151411	2,000,000.00	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$2,952,855.08
59507.00	Lehman Program Security	XS0280166116	2,000,000.00	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$2,838,211.54
48659.18	Lehman Program Security	XS0208459023	90,900.46	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$131,838.29
59424.00	Lehman Program Security	XS0208459023	1,088,000.00	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$1,577,990.41
59425.00	Lehman Program Security	XS0208459023	1,000.00	EUR	Lehman Brothers	Lehman Brothers Holdings Inc.	\$1,450.36

62870.21	Lehman Program Security	XS0208459023	682,754.01	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$990,238.30
62870.38	Lehman Program Security	XS0208459023	246.00	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$356.79
62870.87	Lehman Program Security	XS0208459023	95,000.00	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$137,784.09
62885.03	Lehman Program Security	XS0208459023	102,000.00	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$147,936.60
66350.03	Lehman Program Security	XS0208459023	362,000.00	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$525,029.90
48659.18	Lehman Program Security	XS0210782552	1,033,601.67	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$1,498,563.31
60341.01	Lehman Program Security	XS0210782552	725,000.00	EUR	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	\$1,051,138.39

60375.01	Lehman Program Security	XS0210782552	275,000.00	EUR	Lehman Brothers Treasury Co. B. V.	Lehman Brothers Holdings Inc.	\$398,707.67
62885.03	Lehman Program Security	XS0210782552	50,000.00	EUR	Lehman Brothers Treasury Co. B. V.	Lehman Brothers Holdings Inc.	\$72,492.30
66350.07	Lehman Program Security	XS0210782552	650,000.00	EUR	Lehman Brothers Treasury Co. B. V.	Lehman Brothers Holdings Inc.	\$942,399.94
	Lehman Program Security	XS0210782552	94,398.33	EUR	Lehman Brothers Treasury Co. B. V.	Lehman Brothers Holdings Inc.	\$0.00

Schedule 2A

LBHI DISTRIBUTIONS

<u>Proof of Claim Number</u>	<u>ISIN/CUSIP</u>	<u>USD Allowed Amount</u>	<u>April 17, 2012</u>	<u>October 1, 2012</u>	<u>April 4, 2013</u>	<u>October 3, 2013</u>	<u>April 3, 2014</u>	<u>October 2, 2014</u>
62823.00	XS0334151411	\$1,476,427.54	\$53,287.65	\$35,959.56	\$45,419.56	\$53,849.99	\$58,493.64	\$43,899.43
48659.18	XS0208459023	\$131,838.29	\$4,758.35	\$3,211.03	\$4,055.76	\$4,808.56	\$5,223.22	\$3,920.02
62870.21	XS0208459023	\$990,238.30	\$35,739.97	\$24,118.04	\$30,462.85	\$36,117.13	\$39,231.62	\$29,443.30
62870.38	XS0208459023	\$356.79	\$12.88	\$8.69	\$10.98	\$13.01	\$14.14	\$10.61
62870.87	XS0208459023	\$137,784.09	\$4,972.94	\$3,355.84	\$4,238.67	\$5,025.42	\$5,458.78	\$4,096.81
62885.03	XS0208459023	\$147,936.60	\$5,339.37	\$3,603.11	\$4,551.00	\$5,395.72	\$5,861.01	\$4,398.68
66350.03	XS0208459023	\$525,029.90	\$18,949.53	\$12,787.52	\$16,151.57	\$19,149.50	\$20,800.82	\$15,611.00
48659.18	XS0210782552	\$1,498,563.31	\$54,086.58	\$36,498.69	\$46,100.53	\$54,657.35	\$59,370.62	\$44,557.61
60341.01	XS0210782552	\$1,051,138.39	\$37,937.99	\$25,601.31	\$32,336.33	\$38,338.35	\$41,644.38	\$31,254.08
60375.01	XS0210782552	\$398,707.67	\$14,390.27	\$9,710.84	\$12,265.50	\$14,542.13	\$15,796.14	\$11,854.99
62885.03	XS0210782552	\$72,492.30	\$2,616.41	\$1,765.61	\$2,230.09	\$2,644.02	\$2,872.03	\$2,155.45
66350.07	XS0210782552	\$942,399.94	\$34,013.37	\$22,952.90	\$28,991.19	\$34,372.31	\$37,336.34	\$28,020.90

Schedule 2A

LBHI DISTRIBUTIONS

<u>Proof of Claim Number</u>	<u>ISIN/CUSIP</u>	<u>USD Allowed Amount</u>	<u>April 2, 2015</u>	<u>October 1, 2015</u>	<u>March 31, 2016</u>	<u>June 16, 2016</u>	<u>October 6, 2016</u>
62823.00	XS0334151411	\$1,476,427.54	\$29,958.74	\$22,850.09	\$6,340.95	\$9,442.49	\$16,600.83
48659.18	XS0208459023	\$131,838.29	\$2,675.18	\$2,040.41	\$566.22	\$843.17	\$1,482.37
62870.21	XS0208459023	\$990,238.30	\$20,093.29	\$15,325.53	\$4,252.87	\$6,333.07	\$11,134.16
62870.38	XS0208459023	\$356.79	\$7.24	\$5.52	\$1.53	\$2.28	\$4.01
62870.87	XS0208459023	\$137,784.09	\$2,795.83	\$2,132.43	\$591.75	\$881.20	\$1,549.23
62885.03	XS0208459023	\$147,936.60	\$3,001.84	\$2,289.56	\$635.36	\$946.13	\$1,663.38
66350.03	XS0208459023	\$525,029.90	\$10,653.58	\$8,125.68	\$2,254.89	\$3,357.83	\$5,903.39
48659.18	XS0210782552	\$1,498,563.31	\$30,407.90	\$23,192.68	\$6,436.01	\$9,584.06	\$16,849.72
60341.01	XS0210782552	\$1,051,138.39	\$21,329.04	\$16,268.06	\$4,514.42	\$6,722.56	\$11,818.91
60375.01	XS0210782552	\$398,707.67	\$8,090.32	\$6,170.64	\$1,712.37	\$2,549.93	\$4,483.03
62885.03	XS0210782552	\$72,492.30	\$1,470.97	\$1,121.94	\$311.34	\$463.62	\$815.09
66350.07	XS0210782552	\$942,399.94	\$19,122.59	\$14,585.16	\$4,047.41	\$6,027.12	\$10,596.26

Schedule 2B

LBHI DISTRIBUTIONS

<u>Proof of Claim Number</u>	<u>ISIN/CUSIP</u>	<u>USD Allowed Amount</u>	<u>April 17, 2012</u>	<u>October 1, 2012</u>	<u>April 4, 2013</u>	<u>October 3, 2013</u>	<u>April 3, 2014</u>	<u>October 2, 2014</u>
59400.00	XS0334151411	\$2,952,855.08	\$106,575.30	\$71,919.12	\$90,839.12	\$107,699.99	\$116,987.28	\$87,798.86
59507.00	XS0280166116	\$2,838,211.54	\$102,437.55	\$69,126.88	\$87,312.33	\$103,518.57	\$112,445.29	\$84,390.10
59424.00	XS0208459023	\$1,577,990.41	\$56,953.29	\$38,433.20	\$48,543.96	\$57,554.31	\$62,517.39	\$46,919.26
59425.00	XS0208459023	\$1,450.36	\$52.35	\$35.32	\$44.62	\$52.90	\$57.46	\$43.12

<u>Proof of Claim Number</u>	<u>ISIN/CUSIP</u>	<u>USD Allowed Amount</u>	<u>April 2, 2015</u>	<u>October 2, 2015</u>	<u>March 31, 2016</u>	<u>June 16, 2016</u>	<u>October 6, 2016</u>
59400.00	XS0334151411	\$2,952,855.08	\$59,917.47	\$45,700.19	\$12,681.89	\$18,884.98	\$33,201.66
59507.00	XS0280166116	\$2,838,211.54	\$57,591.20	\$43,925.89	\$12,189.52	\$18,151.78	\$31,912.62
59424.00	XS0208459023	\$1,577,990.41	\$32,019.59	\$24,421.94	\$6,777.14	\$10,092.04	\$17,742.79
59425.00	XS0208459023	\$1,450.36	\$29.43	\$22.45	\$6.23	\$9.28	\$16.30

Schedule 3

LEHMAN B.V. DISTRIBUTIONS

<u>ISIN</u>	<u>ISIN CCY</u>	<u>Principal/ Notional Amount</u>	<u>May 8, 2013</u>	<u>October 24, 2013</u>	<u>April 28, 2014</u>	<u>October 28, 2014</u>
XS0334151411	EUR	3,000,000.00	363,009.63	142,212.54	152,850.24	126,370.88
XS0280166116	EUR	2,000,000.00	171,017.36	66,997.71	72,009.23	75,162.37
XS0208459023	EUR	2,426,000.00	290,919.74	113,970.63	122,495.79	101,274.96
XS0210782552	EUR	2,828,000.00	336,035.90	131,645.32	141,492.57	116,980.79

<u>ISIN</u>	<u>ISIN CCY</u>	<u>Principal/ Notional Amount</u>	<u>April 27, 2015</u>	<u>October 29, 2015</u>	<u>April 28, 2016</u>	<u>July 14, 2016</u>	<u>November 29, 2016</u>
XS0334151411	EUR	3,000,000.00	101,241.72	73,663.03	20,618.85	30,877.02	56,807.07
XS0280166116	EUR	2,000,000.00	47,695.96	34,703.37	9,713.74	14,546.46	26,762.36
XS0208459023	EUR	2,426,000.00	81,136.18	59,034.33	16,524.16	24,745.17	45,525.78
XS0210782552	EUR	2,828,000.00	93,718.87	68,189.43	19,086.75	28,582.68	52,585.97